

RECORDATION NO. 17842-B FILED

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OF COUNSEL
URBAN A LESTER

SURFACE TRANSPORTATION BOARD

June 8, 2007

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment, dated as of June 4, 2007, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Commission under Recordation Number 17842.

The names and addresses of the parties to the enclosed document are:

Assignor: John Hancock Life Insurance Company
(f/k/a John Hancock Mutual Life Insurance Company)
John Hancock Place, 197 Clarendon St. C-6
Boston, MA 02117

Assignee: John Hancock Leasing Corporation
John Hancock Place, 197 Clarendon St. C-6
Boston, MA 02117

Mr. Vernon A. Williams
June 8, 2007
Page 2

A description of the railroad equipment covered by the enclosed document is:

109 railcars: CONX 492239 – CONX 492268; CONX 492128 – CONX 492177 (not including 1 casualty – CONX 492134) and CONX 492178 – 492207.

A short summary of the document to appear in the index is:

Assignment.

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

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ASSIGNMENT

SURFACE TRANSPORTATION BOARD

FOR VALUE RECEIVED, the undersigned JOHN HANCOCK LIFE INSURANCE COMPANY, f/k/a John Hancock Mutual Life Insurance Company, (the "Assignor") hereby sells and assigns, at Boston, Massachusetts, to JOHN HANCOCK LEASING CORPORATION (the "Assignee"), its successors and assigns, that certain Railroad Equipment Lease Agreement No. 3932 dated June 10, 1992 and Lease Schedule No. 0001 dated June 30, 1992 (collectively, the "Lease") by and between CONOCO INC. (the "Obligor") and the Assignor having aggregate unpaid amounts outstanding thereunder of \$1,514,467.69, all of Assignor's right, title and interest in, to and under the Lease and the Railcars defined in the Lease (the "Lease"), and all instruments and documents, if any, pertaining thereto, with the right either in the Assignor's name or in the Assignee's name to take such actions or institute such proceedings as the Assignor would have been entitled to take or initiate but for this Assignment. In consideration of this Assignment, Assignee hereby agrees to observe and perform all of the terms, covenants, conditions and provisions of the Agreements therein provided to be observed and performed by the Assignee from and after the date of this Assignment. This Assignment to Assignee shall be without recourse against Assignor with respect to any default by the Obligor under the Agreements, except as otherwise provided herein with respect to Assignor's representations, warranties, and covenants as hereinafter set forth.

The Assignor hereby represents, warrants and covenants that:

- (i) the writings, if any, delivered to Assignee are the only instruments, documents or other writings relating to the Agreements, as now in effect (the "Documents"), the Railcars, and the amounts due or to become due thereunder, and the Agreements and the Documents constitute the exclusive statement of the agreement between the Assignor and the Obligor and among the Assignor and any other party or parties with respect to the subject matter of the Agreements and the Railcars;
- (ii) an original counterpart of each of the Agreements and certain of the Documents as agreed upon by the Assignor and Assignee, each as now in effect, previously have been or contemporaneously herewith are being delivered by the Assignor to the Assignee;
- (iii) to the best of Assignor's knowledge, information and belief after due inquiry and based upon the opinion of Eric W. Docerics dated May 20, 1992, and John W. Ward dated May 4, 1992, each of the Agreements and the Documents is genuine, is the legal, valid and binding obligation of the Obligor or other party or parties it purports to be, and if enforceable in accordance with its terms, subject to bankruptcy, insolvency or other similar laws affecting the

enforcement of creditors' rights generally and subject to general principles of equity;

- (iv) based upon the Lease Schedule dated June 30, 1992 as of the date hereof, the Railcars shall have been delivered to and unqualifiedly accepted by the Lessee, conform with the requirements of the Agreements and are in good and serviceable condition;
- (v) the aggregate unpaid amount now owing the Assignor under the Agreements without offset, deduction, counterclaim or defense of any kind is the amount first set forth above;
- (vi) the Agreements, the Railcars, all amounts due or to become due thereunder or therefrom, and all other rights created thereby and by the Documents are free and clear of all liens, encumbrances, security interests and other rights and claims arising by, through or under Assignor, with the exception of Obligor's interest in the Railcars;
- (vii) to the best of Assignor's knowledge the Agreements, the Documents and all transactions in connection therewith conform to all applicable laws and regulations;
- (viii) the Assignor has no knowledge of any facts impairing the validity of the Agreements, the Documents, this Assignment, or any rights of Assignee thereunder in and to the Railcars, which facts have not been disclosed to the Assignee; and
- (ix) the Assignor has all necessary power, right and authority to enter into this Assignment and to effect the transfers contemplated hereby.

Assignor shall indemnify and hold Assignee harmless from and against any and all loss, cost, damage, injury or expense (including court costs and reasonable attorneys' fees) wheresoever and howsoever arising which Assignee may incur by reason of any breach by Assignor of its warranties or covenants or the inaccuracy of any of its representations set forth herein.

Any modification or amendments of this Assignment or any waiver of any provision thereof shall not be valid unless in writing and signed by the parties hereto or their authorized representatives. Waiver of any provision of this Assignment or failure to require strict performance of the provisions of this Assignment shall not be a waiver of

future compliance therewith and such provisions shall remain in full force and effect. This Assignment and all rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts.

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(Signatures on following page)

EXHIBIT A TO FIRST AMENDMENT TO LEASE

<u>VENDOR</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>S/N</u>
Trinity Industries	30	Model No. 10-301 30,143 Gallon 100 Ton Non-Coiled, Non-Insulated Cars	
	"CONX"		
		Tank Car	492239
		Tank Car	492240
		Tank Car	492241
		Tank Car	492242
		Tank Car	492243
		Tank Car	492244
		Tank Car	492245
		Tank Car	492246
		Tank Car	492247
		Tank Car	492248
		Tank Car	492249
		Tank Car	492250
		Tank Car	492251
		Tank Car	492252
		Tank Car	492253
		Tank Car	492254
		Tank Car	492255
		Tank Car	492256
		Tank Car	492257
		Tank Car	492258
		Tank Car	492259
		Tank Car	492260
		Tank Car	492261
		Tank Car	492262
		Tank Car	492263
		Tank Car	492264
		Tank Car	492265
		Tank Car	492266
		Tank Car	492267
		Tank Car	492268
	49	Model No. 30-236 23,589 Gallon 100 Ton Coiled & Insulated Cars	
	"CONX"		
		Tank Car	492128
		Tank Car	492129
		Tank Car	492130
		Tank Car	492131
		Tank Car	492132
		Tank Car	492133
		Tank Car	492135

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>S/N</u>
"CONX"	Tank Car	492136
	Tank Car	492137
	Tank Car	492138
	Tank Car	492139
	Tank Car	492140
	Tank Car	492141
	Tank Car	492142
	Tank Car	492143
	Tank Car	492144
	Tank Car	492145
	Tank Car	492146
	Tank Car	492147
	Tank Car	492148
	Tank Car	492149
	Tank Car	492150
	Tank Car	492151
	Tank Car	492152
	Tank Car	492153
	Tank Car	492154
	Tank Car	492155
	Tank Car	492156
	Tank Car	492157
	Tank Car	492158
	Tank Car	492159
	Tank Car	492160
	Tank Car	492161
	Tank Car	492162
	Tank Car	492163
	Tank Car	492164
	Tank Car	492165
Tank Car	492166	
Tank Car	492167	
Tank Car	492168	
Tank Car	492169	
Tank Car	492170	
Tank Car	492171	
Tank Car	492172	
Tank Car	492173	
Tank Car	492174	
Tank Car	492175	
Tank Car	492176	
Tank Car	492177	

30

Model No. 30-255-5
25,498 Gallon 100 Ton
Coiled & Insulated Cars

"CONX"	Tank Car	492178
	Tank Car	492179
	Tank Car	492180
	Tank Car	492181
	Tank Car	492182
	Tank Car	492183
	Tank Car	492184
	Tank Car	492185

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>S/N</u>	<u>COST</u>
"CONX"	Tank Car	492186	
	Tank Car	492187	
	Tank Car	492188	
	Tank Car	492189	
	Tank Car	492190	
	Tank Car	492191	
	Tank Car	492192	
	Tank Car	492193	
	Tank Car	492194	
	Tank Car	492195	
	Tank Car	492196	
	Tank Car	492197	
	Tank Car	492198	
	Tank Car	492199	
	Tank Car	492200	
	Tank Car	492201	
	Tank Car	492202	
	Tank Car	492203	
	Tank Car	492204	
	Tank Car	492205	
	Tank Car	492206	
	Tank Car	492207	

Including all accessions, additions, attachments, replacements, repair, improvements, substitutions, and accessories thereto.

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

6/8/07



Robert W. Alvord